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RECENT IMPORTANT DECISIONS.

ADVERSE POSSESSION — PAPER TITLE — CONSTRUCTIVE POSSESSION — OCCUPANCY.—Defendants had no paper title to the land in controversy; but the land had been claimed by them and their vendors for thirty years, such claim being accompanied by occasional entries and the cutting of timber. There was also an actual possession for eight years by virtue of a mill erected by defendants' vendor. Defendants claim title by adverse possession against those who have perfect paper title but were never in actual possession. *Held*, legal title carries with it constructive possession, and such legal title owner may hold the land, without actual possession, against a junior title without following it up by actual possession; mere claim of title thereunder does not have the effect of defeating constructive possession and title of persons having senior legal title. *Ramsey v. Thomas* (1910), — Ky. —, 131 S. W. 11.

The doctrine of constructive possession is thus stated in *Jones v. McCauley's Heirs*, 2 Duv. 14: "There can be no constructive possession of the same land by conflicting claimants. In the absence of any actual possession, if there be any constructive possession, it must necessarily be in the owner of the best title, unless he had renounced it. And his constructive possession can never be ousted by any constructive possession claimed under the inferior title. * * * Nor will the statute of limitations run in favor of a mere constructive possession by the claimant under a junior patent." It was there held that a mere trespass, such as cutting timber, conducting a sugar camp, and allowing stock to range, do not in law constitute adverse possession. If the person claiming adversely is not in possession, possession follows the property in the land, and is in him who has the title. 3 WASHBURN, REAL PROPERTY, Ed. 5, 138; *Holley v. Hawley*, 39 Vt. 531; *Young v. Herdic*, 55 Pa. St. 172. In the principal case, the claim of the defendant was not strengthened by any mere claim of title made by their vendors after their possession of the mill site was surrendered. Likewise the occasional entries and the cutting of timber did not avail them. In order to defeat the claim of the holder of paper title, it is necessary to prove actual adverse and continuous possession on the part of another or his vendors for the complete statutory period before the institution of the action. *Brown v. Wallace*, (Ky.) 116 S. W. 763.

BANKRUPTCY—PROPERTY VESTING IN TRUSTEE—INSURANCE POLICIES WITH CASH SURRENDER VALUE ABSORBED BY A LIEN.—A bankrupt had life insurance policies with a cash surrender value of somewhat less than \$15,000 at the time the trustee qualified. The insurance company which issued the policies had, shortly previous to the filing of the petition in bankruptcy loaned the bankrupt \$15,370, taking the policies as collateral security. On the date that the trustee qualified the cash surrender value would have been completely absorbed by the lien of the insurance company, if surrendered. *Held*, that